

# PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Sport Helmets, Inc.	06/29/2012
RECEIVING PARTY DATA	
Name:	GE Canada Finance Holding Company, as Canadian Agent
Street Address:	123 Front Street, Suite 1400
City:	Toronto
State/Country:	CANADA
Name:	General Electric Capital Corporation, as US Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	7975319
Patent Number:	7908678
Patent Number:	7823217
Patent Number:	7677538
Patent Number:	7282000
Patent Number:	7127747
Application Number:	12659544
Application Number:	12007505
Application Number:	12585908
Application Number:	29371412

CH \$400.00 7975319

**CORRESPONDENCE DATA**

Fax Number: 3129021061

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 312-577-8307

Email: latiffany.brown@kattenlaw.com

Correspondent Name: LaTiffany Brown c/o Katten Muchin Rosenm

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-286
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NAME OF SUBMITTER:	LaTiffany Brown
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	This document serves as an Oath/Declaration (37 CFR 1.63).
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**Total Attachments: 6**

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of June 29, 2012, is made by Sport Helmets, Inc., a Delaware corporation (the "Grantor"), in favor of GE Canada Finance Holding Company ("GE Canada"), as Canadian Agent (in such capacity, together with its successors and permitted assigns, the "Canadian Agent") for the Canadian Lenders, the Canadian Swingline Lender, the Canadian L/C Issuer (each as defined in the Credit Agreement referred to below) and General Electric Capital Corporation ("GE Capital"), as US Agent (in such capacity, together with its successors and permitted assigns, the "US Agent"; and together with the Canadian Agent, the "Agents") for the US Lenders, US L/C Issuer and US Swingline Lender (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Amended and Restated Credit Agreement dated as of March 10, 2011 (as the same has been and may hereafter be further amended, restated, supplemented and/or modified from time to time, the "Credit Agreement") among Bauer Hockey Corp. (as successor by way of amalgamation to KBAU Acquisition Canada, Inc. and formerly known as Nike Bauer Hockey Corp.), as the Canadian Borrower, Bauer Hockey, Inc. (as successor by way of merger to KBAU Holdings US, Inc. and formerly known as Nike Bauer Hockey U.S.A., Inc.), as the US Borrower (and together with the Canadian Borrower, the "Borrowers"), the Lenders, the L/C Issuers from time to time party thereto, the Swingline Lenders from time to time party thereto, GE Canada, the Agents, GE Capital, the US Swingline Lender and initial US L/C Issuer have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Joinder Agreement dated as of the date hereof, to become a party to that certain Guaranty and Security Agreement dated as of April 16, 2008 in favor of the Agents (collectively, the "Guaranty and Security Agreement"), and to guaranty the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement for purposes of filing the same with the United States Patent and Trademark Office and the Canadian Intellectual Property Office;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agents to enter into the fourth amendment to Credit Agreement dated as of the date hereof and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers under the Credit Agreement, the Grantor hereby agrees with the Agents as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agents for the benefit of the Secured Parties, and grants to the Agents for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

1. all of its Patents, including, without limitation, those Patents set forth on Schedule 1 hereto;

2. all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

3. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agents pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agents with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SPORT HELMETS, INC., a Delaware corporation,  
as Grantor

By:   
Name: Michael J. Wall  
Title: Secretary

ACCEPTED AND AGREED  
as of the date first above written:

GE CANADA FINANCE HOLDING COMPANY,  
as Canadian Agent

By: \_\_\_\_\_  
Name:  
Title:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as US Agent

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SPORT HELMETS, INC., a Delaware corporation,  
as Grantor

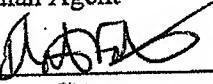
By: \_\_\_\_\_

Name:

Title:

ACCEPTED AND AGREED  
as of the date first above written:

GE CANADA FINANCE HOLDING COMPANY,  
as Canadian Agent

By: 

Name:

ITALO FORTINO

Title:

DULY AUTHORIZED SIGNATORY

GENERAL ELECTRIC CAPITAL CORPORATION,  
as US Agent

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SPORT HELMETS, INC., a Delaware corporation,  
as Grantor

By: \_\_\_\_\_

Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

GE CANADA FINANCE HOLDING COMPANY,  
as Canadian Agent

By: \_\_\_\_\_

Name:  
Title:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as US Agent

By: Daniel J. Lancia

Name: Daniel J. Lancia  
Title: Duty Authorized Signatory

**SCHEDULE I**  
**TO**  
**PATENT SECURITY AGREEMENT**

Patent Registrations

**1. REGISTERED PATENTS**

Grantor	Description	Application No.	Application Date	Registration No.	Registration Date
Sport Helmets, Inc.	HELMET FASTENING ELEMENT	11241502	09/30/2005	7975319	7/12/11
Sport Helmets, Inc.	SPORT HELMET WITH ADJUSTABLE LINER	11644085	12/22/2006	7908678	3/22/11
Sport Helmets, Inc.	FACE AND EYE GUARD DEVICE	12007507	01/11/2008	7823217	11/2/10
Sport Helmets, Inc.	LATERAL DISPLACEMENT SHOCK ABSORBING MATERIAL	11229626	09/20/2005	7677538	3/16/10
Sport Helmets, Inc.	ARTICULATED LACROSSE STICK	10800560	03/15/2004	7282000	10/16/07
Sport Helmets, Inc.	PROTECTIVE EYEWEAR DEVICE FOR SPORTS	10340395	01/10/2003	7127747	10/31/06

**2. PATENT APPLICATIONS**

Grantor	Description	Application No.	Application Date
Sport Helmets, Inc.	Embodiments of Lateral Displacement Shock Absorbing Technology and Applications Thereof	12659544	3/12/10
Sport Helmets, Inc.	Improved Sport Helmet	12007505	1/11/08
Sport Helmets, Inc.	Eye Protector	12585908	9/29/09
Sport Helmets, Inc.	CPX-R Helmet Design	29371412	2/17/11